Follow up of the ARV Emergency Procurement for GHESKIO and HIV/AIDS Satellite Centers in Haiti

May 18 – 29, 2004

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About RPM Plus

The Rational Pharmaceutical Management Plus (RPM Plus) Program, funded by the U.S. Agency for International Development (cooperative agreement HRN-A-00-00-00016-00), works in more than 20 developing countries to provide technical assistance to strengthen drug and health commodity management systems. The program offers technical guidance and assists in strategy development and program implementation both in improving the availability of health commodities—pharmaceuticals, vaccines, supplies, and basic medical equipment—of assured quality for maternal and child health, HIV/AIDS, infectious diseases, and family planning and in promoting the appropriate use of health commodities in the public and private sectors.

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Contents

Acronyms

AAI	Accelerating Access Initiative
ART	Anti-retroviral treatment
ARV	Anti-retroviral (Drugs)
CAT	Campaign Against Tuberculosis
CDC	U.S. Centers for Disease Control and Prevention
CTO	Cognizant Technical Officer
DCP/CSP	Central Directorate of Pharmacy and Control of Chemical Substance
DMIS	Drug Management Information System
DOTS	Direct Observed Treatment Short course
EDP	Essential Drugs Program
FHI	Family Health International
FOSREF	Haitian NGO
GDF	Global Drug Facility
GHESKIO	Haitian Group of Study for Kaposi Sarcoma and Opportunistic Infections
GSO	General Service Office
HS 2004	(Health System 2004) Haiti Santé 2004
HPNE	Health Population Nutrition and Education
ICC	International Child Care
IMIS	Haitian Institute of Infectious diseases
MOH	Ministry of Health, Haiti
MOU	Memorandum of Understanding
MSH	Management Sciences for Health
NTP	National Tuberculosis Program
OI	Opportunistic Infections
PAHO	Pan American Health Organization
PEPFAR	Presidential Emergency Plan For AIDS Relief
PMTCT	Prevention Mother to Child Transmission (HIV)
PNLT	National Program of Tuberculosis
PROMESS	WHO/PAHO-supported central medical stores
RPM Plus	Rational Pharmaceutical Management Plus (program)
SOP	Standard Operating Procedures
UCC	Central Unit of Coordination of the HIV/AIDS program
UNICEF	United Nations Children's Fund
USAID	United States Agency for International Development
USGT	United States Government team
VCT	Voluntary Counseling and Testing
WHO	World Health Organization

Background

MSH/Rational Pharmaceutical Management Plus Program (RPM Plus) received funds from the President Emergency Plan For AIDS Relief to provide technical assistance in drug management to the Ministry of Health (MOH) and health NGOs in addition to HS2004 interventions. The USAID Mission in Haiti also funded RPM Plus to assist the MOH through the Coordination Unit for HIV/AIDS in the implementation of VCT/PMTCT/HIV/AIDS activities. HIV/AIDS services are being provided mainly by the local NGO "Groupe Haitien d'Etude du Sarcome de Kaposi et des Infections Opportunistes" (GHESKIO) that received operational approval from the MOH to provide ARV treatment to infected patients. To date, ARVs are only administered primarily in two NGO sites (GHESKIO, in Port au Prince, and Zanmi la Sante, in Cange). The MOH is supportive of expanding medical care for HIV positive patients beyond these sites.

To cover ARV immediate needs for the national program, USAID requested that RPM Plus procure an emergency order for the period of May through December 2004, for an estimated 1,500 HIV/AIDS patients, of which 1,000 are currently being treated at GHESKIO, and approximately 500 will be enrolled in 8 other facilities located in the health districts. GHESKIO has insufficient capacity to store large quantities of medication. Thus, RPM Plus has taken responsibility for transferring the ARV drugs to the national central medical store (PROMESS). PROMESS is a Pan-American Health Organization/World Health Organization (PAHO/WHO)-supported central drug supply store created to undertake drug procurement, storage, and distribution to the public sector in Haiti. It supplies public health institutions and health NGOs countrywide in all essential drugs and products and is managed by staff directly employed by PAHO/WHO. In collaboration with RPM Plus, PROMESS centrally stores antiretroviral drugs in accordance with its usual procedures for storage and management of pharmaceuticals. The RPM Plus ARV procurement is being integrated into existing activities of health facilities that already have qualified medical staff. RPM Plus also works closely with local implementing partners to ensure that the storage conditions for the drugs at all sites will not compromise the quality of the products that are to be procured. RPM Plus also initiated steps to establish a distribution network for VCT/PMTCT/ART products, as well as basic items necessary to ensure quality antenatal, obstetrics, postnatal services, reproductive health and child survival activities. Michael Derosena and Noura Maalaoui visited Haiti to update USAID on status and management of the emergency ARV order, the storage and delivery of equipment and furniture procured by the Center for Disease Control and Prevention (CDC) for distribution to the selected VCT/PMTCT target centers, and RPM Plus technical assistance to the MOH in the light of activities to be developed under the Presidential Emergency Plan.

Purpose of Trip

Michael Derosena and Noura Maalaoui planned meet with the USAID SO3 team to review progress and discuss RPM Plus program activities under the Presidential emergency plan. Michael Derosena extended his stay to work with the National Tuberculosis Program staff to monitor progress in TB control and management of TB drugs provided by the Global Drug Facility (GDF) to Haiti. Michael Derosena and Noura Maalaoui specifically met with the General Directorate of the MOH, the UCC/HIV/AIDS office, GHESKIO, PROMESS, CDC, to undergo the scope of work delineated below.

Scope of Work

The Scope of work for Michael Derosena was as follows:

- Meet with USAID SO3 team to review status of the emergency Anti-retrovirus (ARV) drug procurement funded by USAID to GHESKIO and 8 Anti-retrovirus treatment (ART) satellite centers;
- Discuss main activities delineated in the PEPFAR/Haiti RPM Plus budget in the light of USAID and MOH priorities with the SO3 team;
- Meet with CDC for an update on commodities expected by CDC to complement PMTCT stock already stored at the General Service Office (GSO) of the American Embassy, and discuss a memorandum of understanding and operational aspects for transferring them to the MSH warehouse for distribution to the selected centers;
- Meet with the GHESKIO team to discuss a memorandum of understanding (MOU) and operating procedures for using ARVs procured by USAID;
- Finalize a memorandum of understanding with PROMESS for the management of ARVs procured by USAID under the Presidential emergency plan;
- Meet with UCC/HIV/AIDS staff to discuss mechanisms for accreditation/certification of the VCT/PMTCT centers and the target Centers of Excellence for service delivery of ART;
- Discuss with UCC/HIV/AIDS staff mechanisms for coordinating ARVs use and management at the selected centers;
- Meet with the General Director of the MOH to discuss technical assistance needs for the development and reinforcement of the essential drug program;
- Meet with the National Tuberculosis Control Program (NTP) to assess progress in TB control and management of TB drugs provided by the Global Drug Facility (GDF), taking into account recommendations of the last GDF mission;
- Meet with HS2004 Director and staff to discuss coordination of MSH/RPM Plus/HS2004 activities and technical assistance in drug management to the MOH;
- Brief/debrief USAID/Haiti as requested

Scope of work of Noura Maalaoui was as follows:

- Meet with CDC for an update on commodities expected by CDC to complement PMTCT stock already stored at the GSO of the American Embassy, and discuss mechanisms and operational aspects for transferring them to the MSH warehouse for distribution to centers;
- Meet with PROMESS to review documentation and physical inventory of ARVs received and stored;
- Discuss and agree on procedures for managing and delivering ARVs to RPM Plus for distribution with PROMESS;
- Review the Standard Operating Procedures (SOP) for ARVs drug management at GHESKIO and peripheral sites to benefit from the USAID procurement, with RPM Plus staff in Haiti;
- Review the assessment tool for drug management and storage conditions in selected sites to become PMTCT Plus with RPM Plus staff in Haiti;
- Participate in briefing/debriefing USAID/Haiti as requested

Activities

1. Michael Derosena

- Meet with USAID SO3 team to review status of the emergency ARV procurement funded by USAID to GHESKIO and 8 ART satellite centers;

Michael and Noura met with the Health Nutrition Population and Education (HPNE) officer Chris Barratt, the Senior Management Advisor, Pierre Mercier and Ms. Erlie Blot (who coordinated the follow up, arrival and reception of the ARV shipments jointly with the RPM Plus Logistician). Dr. Julio Desormeaux, from CDC, also participated in the first meeting with USAID.

The deadline for the ARVs' arrival to Haiti was May 1st. With the exception of the Combivir, delayed for one week, all ARVs were received on time. This delay however, did not affect the availability of the drug and the course of treatment for registered patients. The status of the ARV order, as discussed with USAID, is presented in annex 1.

RPM Plus expressed some concerns about the list of facilities to be supplied with these drugs, and the readiness of the ART sites to start delivering services. This procurement was originally planned for GHESKIO and the following centers: Pignon and Justinien in the North health district, Beraca in North West, Renaissance and FOSREF in the metropolitan area, Jacmel in South East, Les Cayes and Bonnefin in South. GHESKIO has a target of 1030 patients with an increase of 10 patients/month for a period of 10 months. For the satellite centers, at the exception of Pignon, supposedly being able to start with an estimated number of 50 patients, the other ART centers should have started with 20, with an increase of 10% monthly over 10 months. At the time of the visit, the number of registered patients at GHESKIO reached 1181. On the other hand, only Pignon was operational with 5 patients registered. Training of personnel was ongoing at Justinien and is expected to be operational in June, whilst Jacmel, Beraca, and Cayes should be ready by the end of July. There are doubts about Renaissance and FOSREF to be included in this immediate target. So far, there is no official list of health facilities approved by the national authorities. USAID agrees to inform RPM Plus which centers should be included in the delivery list besides GHESKIO. This situation calls for a level of flexibility in the orders and use of ARVs, and the enrollment of new patients by GHESKIO. It is not likely that the target centers will be able to start with the projected number of patients. This opens doors to GHESKIO to cover the current number of patients that is more than what was planned up to December 2004. However, USAID insisted that the satellite centers should benefit from this order as planned. Given the USAID procurement was only for this specific period of time, GHESKIO needs to rely on other sources for a sustainable ARV procurement

- Discuss main activities delineated in the PEPFAR/Haiti RPM Plus budget in the light of USAID and MOH priorities with the SO3 team;

Five main components were identified in the PEPFAR/Haiti budget for RPM Plus: 1) ARV drugs purchase for 1,500 patients, 2) purchase commodities for home-based care kits, 3) purchase

opportunistic infection (OI) drugs, 4) technical assistance for drug management, 5) purchase ARV drugs for 600 new patients. A sixth component completes the list and refers to supplemental essential drug purchase for which a list will be developed jointly by MSH and the Ministry of Health. The deadline for RPM Plus to cover will be reviewed and extended.

The following issues were raised during meeting:

- Need for a discrete way to identify patients (code) in the selected sites
- Utilization of treatment chart or protocol by ART service providers
- Sustainability: need to establish a resource pipeline at the national level
- GHESKIO should continue to help other sites reach functionality
- Transparency needed from GHESKIO to avoid duplication of orders
- Possible problems for future procurement due to decisions of some manufacturers to refer RPM Plus to local wholesalers. This needs to be discussed with the Cognizant Technical Officer (CTO), Tony Boni, and the MOH.

- Meet with CDC for an update on commodities expected by CDC to complement PMTCT stock already stored at the GSO of the American Embassy, and discuss a memorandum of understanding and operational aspects for transferring them to the MSH warehouse for distribution to the selected centers;

The CDC meeting was a difficult step in this mission. RPM Plus was represented by M. Derosena, N. Maalaoui and Georges Duperval. The CDC team was composed of Mathew Brown, Director CDC/Haiti, Patrice Joseph, Yves Marie Bernard, and Julio Desormeaux. Pierre Mercier, Senior Management Advisor from USAID was also present. Long delays from the CDC for conducting the inventory of PMTCT articles and commodities stored at the GSO of the American Embassy, led to a very tense meeting between CDC and RPM Plus. This inventory, requested by CDC before any removal of articles from the GSO, was never carried out. RPM Plus was aggressively accused of inappropriately using US Government money by the CDC Director. Dr. Desormeaux from CDC objectively clarified responsibilities of each partner. The inventory was finally conducted by the CDC, and all items, at the exception of HIV test kits, are now stored at the RPM Plus warehouse. RPM Plus will share the commodity management program (when available) with CDC, and will be used for tracking drugs and commodities provided to PMTCT and ART selected sites, the operation plan for distribution, the SOP document that is being finalized now. RPM Plus requested the list of sites officially approved by the national health authorities in order to be able to prepare the distribution plan. A draft of a MOU was also sent to CDC for review before submission to the appropriate section of MSH/Boston for finalization.

- Meet with the GHESKIO team to discuss a memorandum of understanding (MOU)and operating procedures for using ARVs procured by USAID;

The meeting with GHESKIO was very professional, positive and productive. RPM Plus met with Dr. Ernest Barbot; Dr. Patrice Severe; Dr. Rose Irene Verdier; Dr. Marie Auguste; Dr. Reynold Grand Pierre; Ms. Sabine Prince, the chief pharmacist; Evans Juste, chief accountant at GHESKIO; Jean Duperval from the local IT company LOGITECH. The meeting was held in

order to review GHESKIO's needs with regard to the current ARV procurement. Although the eight satellite centers are not yet ready, RPM Plus emphasized the need for GHESKIO to comply with the table of utilization of ARVs as prepared during the planning of the order. RPM Plus was told that the Hospital Justinien's staff is receiving the appropriate training to manage HIV/AIDS cases. Beraca in the North West health district, Jacmel in South East, and Cayes in South, should be operational by the end of July, according to GHESKIO's plan. The GHESKIO team expressed a great interest in participating in the drug management course to be conducted in Amsterdam in October. If agreed, a sponsor should be identified.

A draft of a MOU with regard to the use of ARVs provided by RPM Plus was also submitted to GHESKIO for review and signature. RPM Plus and GHESKIO agreed to have weekly meetings for updates on the ARV management and discussion of other areas of collaboration and needs for technical assistance from RPM Plus. The first meeting was conducted on 5/27/04 at the RPM Plus office.

- Finalize a memorandum of understanding with PROMESS for the management of ARVs procured by USAID under the Presidential emergency plan;

A draft of the MOU was also submitted to PROMESS, delineating specific responsibilities and procedures for managing the current and future health commodities procured by RPM Plus. A visit to PROMESS allowed RPM Plus to investigate the storage conditions and initiate discussions for storage of future procurement of drugs and commodities under the Presidential Emergency Plan. Collaboration between PROMESS and RPM Plus is excellent.

- Meet with UCC/HIV/AIDS staff to discuss mechanisms for accreditation/certification of the VCT/PMTCT centers and the target Centers of Excellence for service delivery of ART;

- Discuss with UCC/HIV/AIDS staff mechanisms for coordinating ARVs use and management at the selected centers;

Three meetings with UCC were canceled because of the non availability of the UCC Director. However, issues regarding certification/accreditation of PMTCT and ART centers were discussed with the General Director of the MOH. This is presented in the following section.

- Meet with the General Director of the MOH to discuss technical assistance needs for the development and reinforcement of the essential drug program;

RPM Plus met with the General Director of the MOH and the Minister's Cabinet to discuss areas for technical assistance in drug management, and highlight the need for the MOH to have a new vision for the development of the essential drug program (EDP), as well as immediate actions to be taken in order to improve drug management activities in the departmental depots and health facilities. The EDP is one of the main priorities of the MOH. RPM Plus presented a summary of previous discussions with the DCP, including immediate interventions to reinforce institutional capacity of three departmental depots. RPM Plus already provided the DCP with two computers to initiate the process of building the national drug management information system (DMIS). From information obtained from different sources, it appears that these computers were stolen

during the troubled period following the departure of the president Aristide. Unfortunately, the DCP Director never informed RPM Plus of the disappearance of the computers. RPM Plus expressed serious concerns regarding the collaboration with DCP that still hosts the EDP. RPM Plus was informed that the MOH is conducting a situational analysis of the current organizational chart. The last official chart validated by the Congress dates back to 1983. A copy of the assessment and quantification exercise conducted by RPM Plus in November 2002 was submitted as the DG raised the need to conduct a new situation analysis of drug management activities in the health structures. The local RPM Plus technical advisor will ensure follow up with the DG for the next steps.

- Meet with the NTP to assess progress in TB control and management of TB drugs provided by GDF, taking into account recommendations of the last GDF mission;

GDF monitoring mission: although some areas still need to be improved, preliminary findings show that Haiti met the requested conditions to benefit from GDF support in TB drug procurement for the second year. The main achievements of the NTP is the DOTS extension – Plateau central 100% of health facilities, North 100%, North-East 100%, Nippes 100%, South-East 100%, South 85%. The most important change was the reopening of the national laboratory. Also, the strong partnership private-public sectors should be mentioned: ICC/CAT compensated the weaknesses of the NTP during the last months/years of political instability. In fact, one of the main problems identified was the organizational structure of the NTP. A draft of re-engineering was shared with RPM Plus, with no specific actions and milestones for its implementation. The NTP complied with one recommendation of the last visit; to have an agent as liaison between the NTP and PROMESS. However, relations between the NTP and PROMESS are not without difficulties.

The mission experienced some difficulties in getting the program performance reports (quarterly and annual) requested in the GDF conditions of support from the NTP. ICC/CAT, again, was the source to compensate this weakness. However, it is important to emphasize that the MOH created an organ of coordination of HIV/AIDS, TB and Malaria. The functions of this entity are not detailed yet. But it should be able to boost the global performance of the NTP.

RPM Plus also visited the national laboratory and two peripheral TB clinics (Mennonite in Croix des Bouquets, and HCH in Freres). The situation of the national laboratory is dramatic. Approximately 20 microscopes were stolen during the troubled political period of February 2004; other materials are being recovered from the backyard of the hospital, cleaned up and reinstalled. Quality control is being currently being monitored by ICC/CAT.

Technical assistance for TB drug management activities at the NTP itself, and by managers at peripheral sites is a priority. HS2004 is coordinating the planning of "Journées de réflexion" on TB, to take place mid June. It could be appropriate to have Dr. Paul Arnow, if available, assist in this activity. TB drug management should be included within the different topics.

- Meet with HS2004 Director and staff to discuss coordination of MSH/RPM Plus/HS2004 activities and technical assistance in drug management to the MOH;

The HS2004 board was not available for a meeting. However, RPM Plus reviewed all pending issues related to the cost-sharing for the office and procurement of two vehicles for the program, with the administrative staff. RPM Plus also worked with Dr. Jules Grand Pierre, especially for the GDF monitoring mission.

- Brief/debrief USAID/Haiti as requested

Briefing and debriefing were conducted at the beginning and at the end of the mission.

2. Noura Maalaoui

- Meet with CDC for an update on commodities expected by CDC to complement PMTCT stock already stored at the GSO of the American Embassy, and discuss mechanisms and operational aspects for transferring them to the MSH warehouse for distribution to centers. (See CDC section above).

- Meet with PROMESS to review documentation and physical inventory of ARVs received and stored.

  The following activities were performed:

  - Brief visit to the warehouse focusing on the ARVs storage premises: drugs are stored in adequate and secure conditions.
  - Verification of the procurement documents (Delivery Notes, Invoices, Certificates of Free Sale, Certificates of Analysis). A check list of missing documents was prepared and signed by both RPM Plus and PROMESS, and transferred to the MSH office in Boston.

- Discuss and agree on procedures for managing and delivering ARVs to RPM Plus for distribution with PROMESS.
  - Stock management, including reception, delivery and physical inventory of the ARV, was discussed with Mrs. Sandra B. Guerrier. An agreement about procedures for these activities has been reached.
  - Detailed SOPs specific to the above discussed activities will be written following the visit to Haiti and submitted to Sandra and Georges.

- Review SOP for ARVs drug management at GHESKIO and peripheral sites to benefit from the USAID procurement with RPM Plus staff in Haiti: Internal procedures concerning the distribution and consumption monitoring were established. SOPs specific to these activities will be written during this week.

- Review with RPM Plus staff in Haiti the assessment tool for drug management and storage conditions in selected sites to become PMTCT Plus.

Different questions of interest were discussed with the RPM Plus local team regarding immediate administrative and technical interventions to reinforce the functioning capacity of the office: collaboration with USAID and CDC, collaboration with partners, clarification of MSH role and responsibilities in relation with the Cooperative Agreement with USAID, operational

plan, participation in the training and the annual retreat of RPM Plus in Washington... The administrative assistant is being recruited. RPM Plus identified the need to have a Pharmacist to reinforce the local team. The Logistician will be responsible only for logistics and distribution. Actions are already taken to purchase vehicles for commodity distribution and RPM Plus interventions in drug management at the departmental level.

- Brief/debrief USAID/Haiti as requested. (See section above).

Collaborators and Partners

MOH
WHO/PAHO/PROMESS
CDC/Haiti
HS2004
GHESKIO
NTP
ICC/CAT

Adjustments to Planned Activities and/or Additional Activities

For the GDF monitoring mission on TB, the technical work was carried out with ICC/CAT, due to the unexpected departure of the NTP Director to Canada for medical emergency.

Next Steps

Immediate Follow-up Activities

- RPM-plus will establish a close collaboration with GHESKIO and other selected institutions in order to make sure that ARV consumption is in conformity with the planned number of patients.
- The RPM Plus local team will join CDC for the assessment of targeted VCT/PMTCT facilities. RPM-plus will cover the pharmaceutical part of the sites assessment.
- USAID will provide RPM-plus with the final list of the selected institutions to be supplied and to receive technical assistance from RPM Plus.
- Drugs for OI intended for a vertical program must first target the HIV/AIDS patients who have been receiving ART as well as patients visiting the VCT and PMTCT centers. Afterwards, distribution may be expanded to other patients.
- Home-based care kits will include hygienic material and some medicines which will be distributed in a monthly basis. Given that this is a pilot project, other partners will be involved.
- SOPs for drug ordering and delivery to be finalized by RPM Plus and shared with CDC and other partners.

Recommendations

- GHESKIO should rely on sources other than USAID funds to fill their long term ARV needs and to ensure sustainability of drugs needed for current and projected patients with scale up of activities.
- GHESKIO should comply with the estimates done for the emergency procurement: 1030 patients during the first month with an increase of 10 new patients each month.
- GHESKIO should be cautious in the enrollment of new patients for its centers as the peripheral sites are expecting to be operational in the coming months.
- Periodical meeting with CDC and USAID for an update on VCT/PMTCT/HIV/AIDS activities and related drug management issues
- MOH to be involved in the accreditation process of ART centers, allowing RPM Plus to focus on approved selected sites for VCT/PMTCT/HIV/AIDS centers

Agreement or Understandings with Counterparts

A draft of MOU, in annex 2, was submitted to PROMESS for review. It will be sent back to RPM Plus for signature;

A draft of MOU, in annex 3, was submitted to CDC for review. It will be sent back to RPM Plus for signature.

A draft of MOU, in annex 4, was submitted to GHESKIO for review. It will be sent back to RPM Plus for signature.

Important Upcoming Activities or Benchmarks in Program

None.

Annex 1.

List of Drugs Proposed for Delivery to PROMESS

Code	Quantity	Unit	Drug Name and Dosage	Package Size
	12	Boxes	Lopinavir 133.3mg + ritonavir 33.3mg **	180 CAP
310900-EU-11	5,023	Boxes	Nevirapine 200mg (NVP)	60 TAB
314600-EU-11	434	Fl	Nevirapine 10mg/ml oral suspension	240 ML
312600-EU-10	55	Boxes	Didanosine 50mg (ddI)	60 TAB
312400-EU-10	165	Boxes	Didanosine 200mg (ddI)	60 TAB
311400-EU-10	238	Boxes	Stavudine 30mg (d4T)	56 CAP
311503-EU-10	238	Boxes	Stavudine 40mg (d4T)	56 CAP
314400-EU-10	434	Fl	Stavudine 1mg/ml oral solution	200 ML
312800-EU-11	370	Boxes	Abacavir 300mg (ABC)	60 TAB
310700-EU-00	554	Boxes	Lamivudine 150mg (3TC)	60 TAB
310600-EU-11	11,907	Boxes	Zidovudine (AZT) 300mg+ lamivudine (3TC) 150mg	60 TAB
314000-EU-11	1,452	Fl	Lamivudine 10mg/ml oral solution	240 ML
314200-EU-00	4,416	Fl	Zidovudine 10mg/ml oral solution	200 ML
310500-EU-00	173	Boxes	Indinavir 400mg (IND)	180 CAP
311800-EU-11	338	Boxes	Efavirenz 200mg (EFV)	90 CAP
313507-EU-00	7,352	Boxes	Efavirenz 600mg (EFV)	30 TAB
311700-EU-01	110	Boxes	Nelfinavir 250mg	270 TAB

MSH MANAGEMENT SCIENCES FOR HEALTH
a nonprofit organization strengthening health programs worldwide

Management Sciences for Health, Inc.
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Annex 2.

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANAGEMENT SCIENCES FOR HEALTH, INC. (MSH)

AND

THE PROGRAMME DE MÉDICAMENTS ESSENTIELS (PROMESS)

This Memorandum of Understanding is entered into between Management Sciences for Health, Inc., a not-for-profit corporation organized and existing under the laws of Massachusetts with a principal place of business at 165 Allandale Road, Boston, MA, 02130, USA (hereinafter referred to as "MSH") and a project office at Rue Beaudieu #5, Musseau, Port-Au-Prince, Haiti and the Pan American Health Organization, Regional Office of the World Health Organization, through its Programme de Médicaments Essentiels project with a principal place of business at 09, Rue Flemin, B.P.: 1330, Cite Militaire, Port-au-Prince, Haiti (hereinafter referred to as "PROMESS").

MSH is represented by Douglas Keene, Director, RPM Plus Program (RPM Plus) and Michael Derosena, Senior Program Associate, RPM Plus..
The MSH Contract Officer assigned to this project is Yen Lim.

PROMESS is represented by Dr. Christophe Rérat, Director
The PROMESS contracts representative is Dr. Mirta Roses Periago

WHEREAS, PROMESS was created and is funded and managed by PAHO/WHO, governed by the laws of Haiti, and operates as the central medical stores for the Government of Haiti;

WHEREAS, MSH has been awarded the Rational Pharmaceutical Management (RPM) Plus Program, Cooperative Agreement No. HRN-A-00-00-00016-00 with an effective date of September 28, 2000 by the United States Agency for International Development (USAID) to support an 8-year program to provide long- and short term technical assistance to help improve the availability and use of health commodities of assured quality such as pharmaceuticals, vaccines, medical supplies, and basic equipment for priority interventions.

WHEREAS, the Parties have a mutual interest in improving health programs and working together to reach the health care objectives of the Government of Haiti and meeting USAID/Haiti's strategic objectives.

WHEREFORE, the Parties agree as follows:

ARTICLE ONE: PURPOSE

The purpose of this Memorandum of Understanding is to establish the general terms under which MSH, through the RPM Plus Program, seeks PROMESS's assistance in the storage, inventory management and

issuing of anti-retroviral drugs (ARVs) and other related essential pharmaceutical to treat opportunistic infections, diagnostics and laboratory precuts and reagents, procured under the Presidential Emergency Plan for Aids Relief for use by select facilities providing HIV/AIDS treatment.

Background

Through the Presidential Emergency Plan For Aids Relief, USAID provided funds to the RPM Plus program and other CAs to support the Government of Haiti in efforts to reinforce and extend the prevention of mother-to-child HIV transmission (PMTCT) services and anti-retroviral treatment (ART) to a total of approximately 80 selected centers in the ten geographical departments and dependent population by year 2007. The Presidential emergency plan is aimed at assisting host countries, including Haiti, in the development of sustainable prevention, care and treatment programs in response to the HIV/AIDS tragedy, while reinforcing institutional capacities of the Ministry of Health and NGOs in order to improve the health system in general. The Presidential emergency plan comes in addition to other initiatives including procurement activities supported by the Global Funds in Haiti to fight Malaria, AIDS and Tuberculosis (GFMAT).

To cover ARV immediate needs for the national program, USAID requested that RPM Plus procure an emergency order for the period of May – December 2004, for an estimated number of 1,500 patients of which 1,000 are currently being treated at GHESKIO, and approximately 500 to be enrolled at 8 other facilities of which 6 are classified within the national program as centers of excellence, and are located in the health districts. RPM Plus will also be the main source of procurement of drugs and commodities under the Presidential emergency plan/track 2, while CDC will continue to provide and ensure follow up of lab equipment.

RPM Plus, now that it has procured the emergency order for ARVs, intends to store the drugs at PROMESS. From PROMESS, RPM Plus will ensure the distribution to selected sites according to plan.

RPM Plus expects to also procure essential pharmaceuticals to treat opportunistic infections as well as additional procurements of ARVs – all of which are covered under this MOU.

ARTICLE TWO: COMMITMENTS OF THE PARTIES

Subject to their respective rules, regulations, practices, procedures, the Parties commit themselves as follows:

PROMESS will:

- Accept delivery and store the drugs provided by MSH. Please see Annex 1: List of Drugs Proposed for Delivery to PROMES;
- Ensure that drugs provided by MSH are stored in a manner so that they are clearly distinguishable from other PROMESS stock;
- Be liable for the safekeeping of the drugs and will carry insurance covering the drugs against theft, loss, or damage
- Store all ARVs according to internationally accepted safe, sound and secure storage practices. It will maintain throughout the period, a stock control for all stored items.
- Provide MSH / RPM Plus with monthly and ad-hoc reports on stock balance and consumption for specified periods of time. It will also report to MSH / RPM Plus any inventory management problems derived during the storage period.
- Upon notification and receipt of requisitions /orders from MSH / RPM Plus (or its designee), PAHO/WHO PROMESS will ensure the timely compilation of orders and prepare packages to be picked up by MSH / RPM Plus representative.

- Maintain copies of requisitions and delivery notes for the different service centers. The information in these notes will be captured on PROMESS inventory management software. Ultimately, these transactions will be reported to MSH/ RPM Plus along with the monthly reports

MSH will:

- Provide the list of drugs (names, quantities, etc) for storage to PROMESS upon the drug's arrival in-country.
- Transport the ARVs from port to PROMESS.
- MSH/RPM Plus will have the prime responsibility for the distribution of these commodities to their service delivery destinations.
- Notify PROMESS prior to delivering drugs for storage or picking up drugs for delivery to facilities.
- Provide copies of the following to PROMESS for each product stored:
  - Certificate of Pharmaceutical Product or Certificate of Analysis
  - Certificate of Free Sale
- Provide PROMESS with a copy of the facility requisition slip before picking up drugs for distribution to the facilities.

ARTICLE THREE: COST

There are no transfers of costs associated with this agreement. The responsibilities of each party shall be implemented and completed using each Party's respective funding sources. PROMESS has received funding from USAID for participation in joint activities related to ARV distribution in Haiti.

ARTICLE FOUR: PERIOD OF AGREEMENT

The present Memorandum of Understanding shall enter into force from April 1, 2004 through June 30, 2008.

ARTICLE SEVEN: CONFIDENTIALITY

In the process of collaborating with each other, each party may become privy to certain confidential information including that relating to the business practices of the other party. Each party agrees that it will not divulge or transmit such confidential information to any other persons or organizations without the expressed written permission of the owner of the information. All such confidential information shall be considered proprietary unless it is provided specifically for disclosure to the public or other entity.

ARTICLE EIGHT: FORCE MAJEURE

Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this MOU, and which it has been unable to overcome by the exercise of due diligence. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

ARTICLE NINE: AMENDMENT AND TERMINATION

The present MOU may be terminated for convenience by either party at any time upon 30 days advance written notice of termination to the other Party. It is especially understood that in the case of termination, the Parties shall complete the remaining obligations in effect at the time of termination or present acceptable alternative agreements.

The present Memorandum of Understanding shall be amended in writing by mutual consent of each party's duly authorized representative.

ARTICLE TEN: DISPUTE RESOLUTION

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement. Unless any such dispute, controversy or claim between the parties arising out of or relating to this agreement the breach, termination or invalidity thereof is settled amicably within sixty (60) days after receipt by one Party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred to an external individual elected by both parties to mediate and facilitate resolution of the dispute. The decision of the mediator shall be final and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented. Unless otherwise ordered by the mediator, each party shall bear its own costs and fees, including attorney's fees and expenses.

ARTICLE ELEVEN: ENTIRETY OF AGREEMENT

This MOU contains the final and entire agreement between the parties and all future projects and/or contracts shall be in a separate writing based upon mutual agreement of the parties.

In WITNESS WHEREOF, the duly authorized representatives of the Parties sign this Memorandum of Understanding in three (3) originals for equal content and validity on the dates and places indicated below.

FOR PROMESS

_____ Date:

Dr. Christophe Rerat
Director
PROMESS

FOR MANAGEMENT SCIENCES FOR HEALTH

_____ Date:

Douglas Keene
Director
RPM Plus

Annex 3.

Management Sciences for Health, Inc.
165 Allandale Road
Boston, MA 02130-3400, USA

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANAGEMENT SCIENCES FOR HEALTH, INC.

AND

THE CENTERS FOR DISEASE CONTROL AND PREVENTION

This Memorandum of Understanding is entered into between Management Sciences for Health, Inc., a not-for-profit corporation organized and existing under the laws of Massachusetts with a principal place of business at 165 Allandale Road, Boston, MA, 02130, USA (hereinafter referred to as "MSH") and a project office at Rue Beaudieu #5, Musseau, Port-Au-Prince, Haiti and the Centers for Disease Control and Prevention with a principal place of business at 17, Boulevard Harry Truman, Port-au-Prince, Haiti (hereinafter referred to as "CDC/Haiti").

MSH is represented by Douglas Keene, Director of the Rational Pharmaceutical Management Plus Program.
The MSH Contract Officer assigned to this project is Yen Lim.

CDC/Haiti is represented by Matthew Brown, Haiti Country Director
The CDC/Haiti contracts representative is _____

WHEREAS, CDC/Haiti is a branch of CDC, an agency within the United States Department of Health and & Human Services. CDC is recognized as the lead federal agency for protecting the health and safety of people-at home and abroad, providing credible information to enhance health decisions, and promoting health through strong partnerships;

WHEREAS, MSH has been awarded the Rational Pharmaceutical Management (RPM) Plus Program, Cooperative Agreement No. HRN-A-00-00-00016-00 with an effective date of September 28, 2000 by the United States Agency for International Development (USAID) to support an 8-year program to provide long- and short term technical assistance to help improve the availability and use of health commodities of assured quality such as pharmaceuticals, vaccines, medical supplies, and basic equipment for priority interventions.

WHEREAS, the Parties have a mutual interest in improving health programs and working together to reach the health care objectives of the Government of Haiti and meeting U.S. Government's strategic objectives for Haiti.

WHEREFORE, the Parties agree as follows:

ARTICLE ONE: PURPOSE

The purpose of this Memorandum of Understanding is to establish the general terms under which MSH, through the RPM Plus Program, will manage and distribute the medical equipment and commodities received from CDC/Haiti for the Haitian network of HIV/AIDS service providers supplied by the CDC.

Background

In the National Strategic Plan (NSP) to fight against HIV/AIDS, the Ministry of Public Health and Population (MOH) has defined a package of services to be offered under each of the three objectives of the plan. CDC/Haiti will support MOH efforts for all aspects of the NSP that are consistent with the technical strategies developed by CDC/Global Aids Program (GAP) and the President's Emergency Plan for AIDS Relief (Emergency Plan). However, in order to avoid overlapping and efforts duplication with other MOH partners, CDC/Haiti has focused its actions on some limited strategies as follow: Voluntary Counseling and Testing (VCT)/Prevention of Mother-to-Child Transmission (PMTCT), AIDS Case Management with Highly Active Anti-Retroviral Therapy (HAART), Epidemiological Surveillance, Monitoring and Evaluation, and Laboratory Strengthening. Consequently, CDC/Haiti will provide the Haitian network of HIV/AIDS institutions with the necessary equipment and commodities for a quality service delivery related to the aforementioned strategies.

The RPM Plus Program of MSH has been identified by the local U.S. Government (USG) Team as the best agency to ensure the proper management of all pharmaceuticals and equipment procured under Emergency Plan funds. RPM Plus's technical assistance (TA) is necessary to strengthen the technical capacity of the providers of the HIV/AIDS network.

Both parties agree that:

1. The sites receiving equipment and commodities have been endorsed and accredited by the national health authorities as institutions of the HIV/AIDS service network
2. The sites have been assessed and deemed appropriate to receive the equipment and commodities requested based on the standards and criteria defined by UCC/MOH and all partners involved in HIV/AIDS services. These criteria may include the conditions that sites have the basic infrastructure for provision of services and laboratory services, and trained personnel to handle equipment and commodities. If sites do not meet the specified criteria, the sites should be removed from the list for receiving equipment and commodities until the next re-assessment is completed and the site meets all necessary criteria.

3. Essential duly trained staff is available to provide the complete package of services for the level of complexity based on national norms. Training should be done either by an entity mandated by MOH or by trainers having received training-of-trainers (TOT) in duly mandated institutions.
4. The sites will be working as components of the national HIV/AIDS service network and will be respectful of the policy set up for provision of care, supervision, monitoring and evaluation.
5. Services (testing and provision of drugs for care and treatment) at all sites will be free of charge to all clients unless it has been differently stated in a formal document signed with MOH and partners.

ARTICLE TWO: COMMITMENTS OF THE PARTIES

Subject to their respective rules, regulations, practices, procedures, the Parties commit themselves as follows:

CDC/Haiti Will:

1. CDC/Haiti will provide RPM Plus with the basic equipment and commodities for distribution in the network of HIV/AIDS institutions based on the standards defined by MOH and GHESKIO according their level of complexity and the expertise of the available staff. Equipments and commodities will be these in accordance with the HIV/AIDS aspects for which CDC expertise is well established or have received mandate to implement in Haiti. These domains are: VCT, PMTCT, HIV/AIDS Clinical Management, ART, Laboratory, Epidemiological Surveillance, Monitoring and Evaluation. Such equipments will be clearly marked by/with CDC/Haiti logo before their transfer to RPM Plus.

2. CDC Haiti will also provide RPM Plus with commodities for the re-supply of the sites included in the HIV/AIDS network based on performance of each site as verified by monthly reporting, good supply management and stock inventory and –CDC side- the availability of resources for re-stock

3. CDC/Haiti will provide technical assistance to the recipient sites to set up the new distributed equipments. CDC/Haiti will also carry out field visits to ensure the physical presence of the equipment at the sites, the operating conditions and ensure good maintenance.

4. CDC/Haiti will develop tools for the proper management of equipments and commodities

RPM Plus activities will include:

1. Good record keeping of equipments and commodities provided by CDC/Haiti for distribution

2. Facility storage with optimum conditions of security for equipments, and commodities in terms of space, appropriate light, appropriate temperature, protection against bad weather and most common environmental damage in Haiti, and robbery. With respect to the aforementioned conditions, RPM Plus responsibility does not go beyond its warehouse.

3. Stock inventory system for the different commodities supplied by CDC/Haiti

4. Input to the development and implementation of a drug management information system (DMIS) in Haiti

5. Reception of equipments and commodities at CDC/Haiti, storage at RPM Plus warehouse and delivery to the selected sites

6. Assessment of the location where equipments and commodities will be stored (secondary depot, and pharmacy) or installed in close collaboration with the departmental directorate to ensure the minimal requirement for a good operation is there

7. Recommendations for renovation of the sites if needed

8. Reception and delivery of the commodities for re-supply (until the national commodities and equipment management system is up and running)

9. Provision of technical assistance to each site in terms of rational management of drug warehouse

10. Elaboration of quarterly report to be shared with MOH, CDC/Haiti, and USAID

In addition both parties agree that:

a. It is a CDC/Haiti privilege to visit the facility storage and to hold the equipments and commodities if the storage conditions are not appropriate.

b. Equipments provided to carry out HIV/AIDS services at each site remain USG properties until CDC/Haiti after getting appropriate authorization decides in another way.

c. Data generated from this collaboration are property of the Government of Haiti. They can be shared, published or presented with consent from MOH, CDC/Haiti, and USAID.

ARTICLE THREE: COST

There are no transfers of costs associated with this agreement. The responsibilities of each party shall be implemented and completed using each Party's respective funding sources.

ARTICLE FOUR: PERIOD OF AGREEMENT

The present Memorandum of Understanding shall enter into force from May 1, 2004 through June 30, 2005.

ARTICLE SEVEN: CONFIDENTIALITY

In the process of collaborating with each other, each party may become privy to certain confidential information including that relating to the business practices of the other party. Each party agrees that it will not divulge or transmit such confidential information to any other persons or organizations without the expressed written permission of the owner of the information. All such confidential information shall be considered proprietary unless it is provided specifically for disclosure to the public or other entity.

ARTICLE EIGHT: FORCE MAJEURE

Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this MOU, and which it has been unable to overcome by the exercise of due diligence. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

ARTICLE NINE: AMENDMENT AND TERMINATION

The present MOU may be terminated for convenience by either party at any time upon 30 days advance written notice of termination to the other Party. It is especially understood that in the case of termination, the Parties shall complete the remaining obligations in effect at the time of termination or present acceptable alternative agreements.

The present Memorandum of Understanding shall be amended in writing by mutual consent of each party's duly authorized representative.

ARTICLE TEN: DISPUTE RESOLUTION

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement. Unless any such dispute, controversy or claim between the parties arising out of or relating to this agreement the breach, termination or invalidity thereof is settled amicably within sixty (60) days after receipt by one Party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred to an external individual elected by both parties to mediate and facilitate resolution of the dispute. The decision of the mediator shall be final and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented. Unless otherwise ordered by the mediator, each party shall bear its own costs and fees, including attorney's fees and expenses.

ARTICLE ELEVEN: ENTIRETY OF AGREEMENT

This MOU contains the final and entire agreement between the parties and all future projects and/or contracts shall be in a separate writing based upon mutual agreement of the parties.

In WITNESS WHEREOF, the duly authorized representatives of the Parties sign this Memorandum of Understanding in three (3) originals for equal content and validity on the dates and places indicated below.

FOR CDC:

Matthew Brown **Date**
Country Director
CDC/Haiti

FOR MSH:

Douglas Keene **Date**
Director
RPM Plus

Annex 4.

MSH MANAGEMENT SCIENCES FOR HEALTH
a nonprofit organization strengthening health programs worldwide

Management Sciences for Health, Inc.
165 Allandale Road
Boston, MA 02130-3400, USA

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANAGEMENT SCIENCES FOR HEALTH, INC. (MSH)

AND

THE GROUPE HAÏTIEN D'ETUDE DU SARCOME DE KAPOSI ET DES INFECTIONS OPPORTUNISTES (GHESKIO)

This Memorandum of Understanding is entered into between Management Sciences for Health, Inc., a not-for-profit corporation organized and existing under the laws of Massachusetts with a principal place of business at 165 Allandale Road, Boston, MA, 02130, USA (hereinafter referred to as "MSH") and a project office at Rue Beaudieu #5, Musseau, Port-Au-Prince, Haiti, and the Groupe Haïtien d'Etude du Sarcome de Kaposi et des Infections Opportunistes, with a principal place of business at 33, Blvd Harry Truman, Port-au-Prince, Haiti (hereinafter referred to as "GHESKIO").

MSH is represented by Douglas Keene, Director, RPM Plus Program (RPM Plus) and Michael Derosena, Senior Program Associate, RPM Plus..
The MSH Contract Officer assigned to this project is Yen Lim.

GHESKIO is represented by Dr. Jean William Pape, Director
The GHESKIO contracts representative is _____

WHEREAS, GHESKIO is a Haitian service and research organization focusing on diarrheal and mycobacterial diseases as well as AIDS and prevention of sexually transmitted infections (STI) governed by the laws of Haiti. GHESKIO is a model of integration with and cooperation among the private, public, national, international, university, and humanitarian sectors. GHESKIO is a reference center for major health problems existing in Haiti and works in support of the Ministry of Health and Population (MSPP). GHESKIO's expertise in clinical and laboratory services (at no cost to the patient), training of health care personnel and research has led to a global approach to patient care.

WHEREAS, MSH has been awarded the Rational Pharmaceutical Management (RPM) Plus Program, Cooperative Agreement No. HRN-A-00-00-00016-00 with an effective date of September 28, 2000 by the United States Agency for International Development (USAID) to support an 8-year program to provide long- and short term technical assistance to help improve the availability and use of health commodities of assured quality such as pharmaceuticals, vaccines, medical supplies, and basic equipment for priority interventions.

WHEREAS, the Parties have a mutual interest in improving health programs and working together to reach the health care objectives of the Government of Haiti and meeting USAID/Haiti's strategic objectives.

WHEREFORE, the Parties agree as follows:

ARTICLE ONE: PURPOSE

The purpose of this Memorandum of Understanding is to establish the general terms under which MSH, through the RPM Plus Program, will supply GHESKIO the anti-retroviral drugs (ARVs) procured under the Presidential Emergency Plan for AIDS Relief for use in the select GHESKIO facilities providing HIV/AIDS treatment and to provide technical assistance for the management of those drugs.

Background

Through the Presidential Emergency Plan For Aids Relief, USAID provided funds to the RPM Plus program and other CAs to support the Government of Haiti in efforts to reinforce and extend the prevention of mother-to-child HIV transmission (PMTCT) services and anti-retroviral treatment (ART) to a total of approximately 80 selected centers in the ten geographical departments and dependent population by year 2007. The Presidential emergency plan is aimed at assisting host countries, including Haiti, in the development of sustainable prevention, care and treatment programs in response to the HIV/AIDS tragedy, while reinforcing institutional capacities of the Ministry of Health and NGOs in order to improve the health system in general. The Presidential emergency plan comes in addition to other initiatives including procurement activities supported by the Global Funds in Haiti to fight Malaria, AIDS and Tuberculosis (GFMAT).

VCT/PMTCT/ART drugs and commodities currently in use in Haiti are being procured by GHESKIO and Partners in health (PIH) on one side, and UNICEF and the Albert Schweitzer Hospital (HAS) in limited quantity. The Center for Disease Control and Prevention (CDC) initiated some procurement activities in 2003 in providing furniture and materials for launching 40 of 80 planned selected centers. CDC interventions in procurement of drugs and consumables were temporary. To cover ARV immediate needs for the national program, USAID requested that RPM Plus procure an emergency order for the period of May – December 2004, for an estimated number of 1,500 patients of which 1,000 are currently being treated at GHESKIO, and approximately 500 to be enrolled at 8 other facilities of which 6 are classified within the national program as centers of excellence, and are located in the health districts. RPM Plus will also be the main source of procurement of drugs and commodities under the Presidential emergency plan/track 2, while CDC will continue to provide and ensure follow up of lab equipment.

At USAID's request, RPM Plus also initiated steps to establish a distribution network for VCT/PMTCT/ART products, as well as basic items necessary to ensure quality antenatal, obstetrics, postnatal services, reproductive health and child survival activities. RPM Plus intends to store the drugs at PROMESS. From PROMESS, RPM Plus will ensure the distribution to selected sites, based on requisitions completed by each health center.

ARTICLE TWO: COMMITMENTS OF THE PARTIES

Subject to their respective rules, regulations, practices, procedures, the Parties commit themselves as follows:

GHESKIO will:

- Provide a number of patients to be treated or under treatment supported by the emergency plan procurement.
- Complete a requisition form (Bon de commande) according to the standard operating procedures, when drugs are required for treatment of the selected patients
- Submit the requisition form to RPM Plus for revision.
- Sign the delivery form (Bordereau de livraison et de reception) accepting ownership and responsibility of the drugs received.
- Distribute drugs received free of charge to patients registered under the emergency plan procurement.
- Provide RPM Plus with an anticipated two-month order schedule.
- Be liable for the safekeeping of the drugs and will carry insurance covering the drugs against theft, loss, or damage
- Store all drugs according to internationally accepted safe, sound and secure storage practices.
- Maintain a stock control for all stored items.
- Provide RPM Plus with monthly and ad-hoc reports on stock balance and consumption for specified periods of time.
- Report to RPM Plus any inventory management problems derived during the storage period.

MSH/RPM Plus will:

- Transmit GHESKIO's requisition to the central warehouse "PROMESS" to prepare and package the drugs.
- Prepare the delivery form, identifying drugs included in the delivery and the acknowledgement of the existing conditions for acceptance of the drugs.
- Pick up drugs from PROMESS and secure delivery of approved quantity to GHESKIO depending on their availability.
- Provide technical assistance in drug management to GHESKIO as necessary.

ARTICLE THREE: COST

There are no transfers of costs associated with this agreement. The responsibilities of each party shall be implemented and completed using each Party's respective funding sources. GHESKIO

has received funding from different sources for participation in joint activities related to ARV use in Haiti.

ARTICLE FOUR: PERIOD OF AGREEMENT

The present Memorandum of Understanding shall enter into force from May 1, 2004 through June 30, 2005.

ARTICLE SEVEN: CONFIDENTIALITY

In the process of collaborating with each other, each party may become privy to certain confidential information including that relating to the business practices of the other party. Each party agrees that it will not divulge or transmit such confidential information to any other persons or organizations without the expressed written permission of the owner of the information. All such confidential information shall be considered proprietary unless it is provided specifically for disclosure to the public or other entity.

ARTICLE EIGHT: FORCE MAJEURE

Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this MOU, and which it has been unable to overcome by the exercise of due diligence. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

ARTICLE NINE: AMENDMENT AND TERMINATION

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regarding any claims, counterclaims, issues or accountings presented. Unless otherwise ordered by the mediator, each party shall bear its own costs and fees, including attorney's fees and expenses.

ARTICLE ELEVEN: ENTIRETY OF AGREEMENT

This MOU contains the final and entire agreement between the parties and all future projects and/or contracts shall be in a separate writing based upon mutual agreement of the parties.

In WITNESS WHEREOF, the duly authorized representatives of the Parties sign this Memorandum of Understanding in three (3) originals for equal content and validity on the dates and places indicated below.

FOR GHESKIO

_____ Date:

Dr. Jean William Pape
Director
GHESKIO

FOR MANAGEMENT SCIENCES FOR HEALTH

_____ Date:

Douglas Keene
Director
RPM Plus

MSH MANAGEMENT SCIENCES FOR HEALTH
a nonprofit organization strengthening health programs worldwide

Management Sciences for Health, Inc.
165 Allandale Road
Boston, MA 02130-3400, USA

List of Drugs Proposed for Delivery to GHESKIO

Code	Drug Name and Dosage	Package Size
Xxx	Lopinavir 133.3mg + ritonavir 33.3mg **	180 CAP
310900-EU-11	Nevirapine 200mg (NVP)	60 TAB
314600-EU-11	Nevirapine 10mg/ml oral suspension	240 ML
312600-EU-10	Didanosine 50mg (ddI)	60 TAB
312400-EU-10	Didanosine 200mg (ddI)	60 TAB
311400-EU-10	Stavudine 30mg (d4T)	56 CAP
311503-EU-10	Stavudine 40mg (d4T)	56 CAP
314400-EU-10	Stavudine 1mg/ml oral solution	200 ML
312800-EU-11	Abacavir 300mg (ABC)	60 TAB
310700-EU-00	Lamivudine 150mg (3TC)	60 TAB
310600-EU-11	Zidovudine (AZT) 300mg+ lamivudine (3TC) 150mg	60 TAB
314000-EU-11	Lamivudine 10mg/ml oral solution	240 ML
314200-EU-00	Zidovudine 10mg/ml oral solution	200 ML
310500-EU-00	Indinavir 400mg (IND)	180 CAP
311800-EU-11	Efavirenz 200mg (EFV)	90 CAP
313507-EU-00	Efavirenz 600mg (EFV)	30 TAB
311700-EU-01	Nelfinavir 250mg	270 TAB